

LEAD-PAINT INSPECTIONAL & RELATED SERVICES

TECHNICAL SPECIFICATION

The City of Lowell, Department of Planning and Development (DPD), has received a \$2.5 million grant from the U.S. Department of Housing and Urban Development (HUD) to address lead hazards in at least 125 existing units. The period of performance for this grant is August 1, 2013 thru July 31, 2016. HUD operates the Lead-Based Paint Hazard Control Grant Program established by Title X of the Housing and Community Development Act of 1992 (Public Law 102-550), known as the Residential Lead-Based Paint Hazard Reduction Act.

The primary purpose of the program is to reduce the exposure of young children to lead-based paint hazards in their homes. To accomplish this, HUD provides grants to State and local governments for control of lead-based paint hazards in privately-owned, low income owner-occupied and rental housing. These grants are also designed to stimulate the development of a trained and certified hazard evaluation and control industry. Evaluation and hazard control work under the program must be conducted by contractors who are certified and workers who are trained through a Massachusetts state-accredited program. In awarding grants, HUD promotes the use of cost-effective approaches to hazard control that can be replicated across the nation.

DPD's grant award is funded under HUD's Office of Healthy Homes and Lead Hazard Control. Therefore, all federal regulatory and programmatic requirements must be met. Specifically, this grant is subject to the **current HUD Guidelines, 24 CFR part 35, the EPA lead hazard standards rule at 40 CFR part 745 and MA State regulations, 105 CMR 460.000**. Furthermore, all testing and sampling shall conform to the applicable federal and state regulations developed as part of the appropriate contractor certification, whichever is more stringent. It is of particular importance to note that all Risk Assessments must be performed according to federal regulations, not for MACLPPP Interim Control measures. Bidders are advised to review all applicable federal regulations prior to submitting a bid.

The Lowell Lead Hazard Control Program, herein after referred to as the "Program", is required to perform at least One Hundred Fifty (150) inspections in existing residential dwelling units located in single, and multi-family properties located in Lowell. DPD is soliciting bids from individuals, firms or joint ventures, herein after referred to as the "Inspector", with valid, current Massachusetts Lead Paint Inspector and Risk Assessor Licenses to perform combined lead-paint inspection and risk assessment and related services. All clients will be pre-qualified through the Program. The Inspector must display sensitivity in dealing with the diverse populations of the service area. The Inspector will be required to partner with the Program, MACLPPP and other lead-related agencies as needed.

Scope of Services

The Inspector will be responsible for initial inspections (lead-paint and risk assessment), applicable written reports, collection of paint and dust samples, clearance testing and issuance of Letters of Re-occupancy and Compliance for approximately One Hundred Fifty (150) units based on the requirements and procedures outlined in this IFB. The Inspector will be required to perform the following services:

- The Inspector must recognize time is of the essence and provide adequate staff to meet the demands of the Program set forth in this IFB
- Full lead-paint inspections will be performed for all units under this contract, using an XRF inspection device
- The Inspector will schedule the initial inspections(s) within 72 hours of notification from the Program

- The lead-paint inspection report must list all surfaces that were inspected and all measurements for each surface
- A written report, prepared by the **licensed lead paint inspector/risk assessor** conducting the lead-paint inspection, in a format acceptable to DPH/CLPPP will be required
- Soil hazards are to be identified as part of the initial inspection, as per federal regulations
- A Risk Assessment and written report detailing the scope of work will be performed for properties under this contract [according to federal standards and DPD, not MACLPPP]
- All written reports must be provided to the Program within (3) business days following the completion of testing and to the owner and occupants as required by M.G.L.
- The Inspector will be responsible for final inspection of each unit upon completion of lead abatement activities; including a visual inspection as required under the Massachusetts Lead Law and collecting dust wipe samples utilizing HUD and State clearance criteria
- Dust wipe samples must be analyzed by an EPA approved NLAPP lab within 24 hours of the time they are collected; cost of analysis is to be included in the bid for re-occupancy clearance
- Dust wipe samples after failure of visual, or subsequent wipes samples due to clearance failure, shall be analyzed "same day"
- Laboratory analytical reports must be provided to the Program
- The Inspector shall issue a Re-Occupancy Letter upon receiving notice, from the analytical laboratory, that the minimum clearance criteria have been met
- In the case of multi-unit properties Full Deleading Compliance shall be issued following the completion of deleading activities in all units and common areas

Range of Acceptable Performance: The Inspector must plan adequately and provide sufficient licensed staff, if needed, to meet the terms set forth in this IFB. The Inspector may not fail to respond within the required time limits more than four (4) times over the contract term.

III. Quality Requirements

The Inspector must meet the following minimum qualifications to be considered for selection:

- Possess a current, valid Massachusetts Lead Paint Inspector License
- Possess a current, valid Massachusetts Risk Assessor's License
- A working knowledge of the current HUD Guidelines, 24 CFR part 35, the EPA lead hazard standards rule at 40 CFR part 745 and MA State regulations, 105 CMR 460.000
- Substantive and demonstrated experience in performing all activities listed in this IFB within the last (2) years, specifically experience in federally funded projects

- Capacity to perform all activities listed in this IFB within the required time frames
- Evidence of Professional Liability Insurance including occurrence based errors and omissions covering lead inspection and consulting activities, with limits not less than \$100,000 each occurrence, \$100,000 aggregate. ***Verification by paid receipt of annual premium paid in full.*** The City of Lowell, DPD Lead Program 50 Arcand Drive, Lowell, Ma 01852 must be included as loss payee or additionally insured.
- Evidence of ownership of XRF analyzers to be used (the inspector may not use rental equipment)
- Positive work history and references

All bids must include the following information:

- Non-collusion form
- Tax compliance certificate
- Bid-pricing sheet
- Reference form
- Copy of Massachusetts Lead Paint Inspector License and Risk Assessor License
- Evidence of ownership of XRF analyzer(s) to be used and XRF manufacturer's training certificate
- Proof of Professional Liability Insurance, including occurrence based errors and omissions covering lead inspection and consulting activities, with limits no less than \$100,000 each occurrence, \$100,000 aggregate
- MBE/WBE status, if applicable
- A description of the Inspector/firm's overall experience, including, number of lead paint inspections and risk assessments completed in the past 12 months, experience in dust wipe sampling, total number of years in the business, staffing, etc.
- Resumes or qualification summaries of key staff who will perform inspections services and who will directly support the contract

IV. References

Bidders must submit a complete list of all jobs performed in the past (2) years that are similar in size and scope to this project, with contact names and phone numbers. Attach additional sheets if needed.

- Reference: _____

Address: _____

Contact Name: _____

Phone: _____

E-Mail (optional): _____

Description and date(s) of services provided: _____

- Reference: _____

Address: _____

Contact Name: _____

Phone: _____

E-Mail (optional): _____

Description and date(s) of services provided: _____

- Reference: _____

Address: _____

Contact Name: _____

Phone: _____

E-Mail (optional): _____

Description and date(s) of services provided: _____

VIII. Other Contract Terms and Conditions

See SAMPLE contract below.

CONTRACT
BY AND BETWEEN
OFFICE OF THE CITY MANAGER
DEPARTMENT OF PLANNING AND DEVELOPMENT
AND
[Contractor]

This CONTRACT, entered into this [Date] between the City of Lowell, acting by and through the Office of the City Manager, Department of Planning and Development, J.F.K. Civic Center, 50 Arcand Drive, Lowell, MA 01852 (hereinafter called the "CITY") and [Inspector], having a usual place of business at [address] (hereinafter referred to as the "CONTRACTOR").

WITNESSETH THAT:

WHEREAS, the City of Lowell has entered into a contract with the United States of America for the implementation of a Community Development Program under Title X of the Housing and Community Development Act of 1974 as amended; and

WHEREAS, the cooperation of the CITY and the CONTRACTOR are essential for the successful implementation of the *Lead Hazard Control Program*, and

WHEREAS, it is the desire of the CITY to have the CONTRACTOR provide certain services in furtherance of the action plan of the Consolidated Plan for the City of Lowell.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

The CONTRACTOR shall in a satisfactory and proper manner as determined by the CITY perform certain services as described in ATTACHMENT A, Scope of Services, attached hereto and made a part hereof for the area described as follows:

Lead Paint Inspections, Risk Assessments and Related Services

II. TIME OF PERFORMANCE

The services of the CONTRACTOR are to commence *upon the issuance of a Purchase Order* and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of this contract as described in APPENDIX A, Scope of Services, but in any event all services hereunder shall not extend beyond *[one year from date of execution]*, with an option to annually extend the contract through April 14, 2012. This option to extend is exercisable at the sole discretion of the Program and is subject to fiscal funding.

III. COMPENSATION AND METHOD OF PAYMENT

A. COMPENSATION

Total compensation (hereinafter called PROJECT FUNDS) to be paid by the CITY to the CONTRACTOR under the terms of this Contract shall not exceed \$ _____. This

contract is subject to annual appropriation. Compensation will only be made for work completed. If the option to extend this contract is not exercised the [CONTRACTOR] may only be compensated for actual services performed, not the estimated # of units stated in this contract

Expenditures will be in conformance with the budget attached hereto and identified in Appendix A.

B. METHOD OF PAYMENT

Any payment to the CONTRACTOR (including reimbursements) will be supported by bills or invoices, which will describe the hourly rate of pay, number of hours, date of services and how the services were completed. These bills or invoices will be signed and certified by the CONTRACTOR that the work performed has been undertaken and completed in accordance with the Scope of Services and the terms of this CONTRACT. The request for payment by the CONTRACTOR will be submitted to the CITY by the tenth (10th) day of the month accompanied by the monthly reporting requirements as outlined in APPENDIX A, SCOPE OF SERVICES and APPENDIX B, BUDGET COST CONTROL REPORTING STATEMENT.

IV. USE OF PROJECT FUNDS

A. PROJECT FUNDS will be used for those costs which are applicable to this CONTRACT.

B. No PROJECT FUNDS will be obligated for payment of costs incurred with respect to any action of the project after the CITY has requested that the CONTRACTOR furnish data concerning such action prior to proceeding further, unless and until the CONTRACTOR is thereafter advised in writing by the CITY that there is no objection to so proceeding.

C. The CONTRACTOR agrees to refund to the CITY, PROJECT FUNDS which the CITY determines were not properly due to the CONTRACTOR under the terms of this CONTRACT.

V. REPORTING

The CONTRACTOR will, on a monthly basis, provide the CITY with a written report of activities as outlined in APPENDIX A, SCOPE OF SERVICES.

VI. MAINTENANCE OF RECORDS

The CONTRACTOR will maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this CONTRACT and such other records as may be deemed necessary by the CITY to assure proper accounting for all PROJECT FUNDS, both federal and non-federal shares. These records will be made available for audit purposes to the CITY, and the Comptroller General of the United States or any authorized representative and will be retained for three years after the expiration of this CONTRACT, unless permission to destroy them is granted by the CITY. The CONTRACTOR also agrees to take all necessary steps and assume all responsibility for safeguarding its assets and records.

VII. DISCRIMINATION

Under Title VI of the Civil Rights Act of 1964, no person will on the ground of race, color, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

VIII. COMPLIANCE WITH LOCAL, STATE, AND FEDERAL LAWS

The CONTRACTOR will comply with all applicable laws, ordinances, and codes of the State, Local, and Federal governments, including Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Section 109 of the Housing and Community Development Act of 1974, Section 3 of the Housing and Urban Development Act of 1968, Executive Order 11246 and as amended, Executive Order 11063, Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended National Environmental Policy Act of 1969, Policy and Conservation Act (PL 94-163), OMB Circular A-102 "Uniform Administrative Require-National Environmental Policy Act of 1969, Energy Policy and Conservation Act (PL 94-163), OMB Circular A-102 "Uniform Administrative Requirements for Grants-In-Aid to State and Local Governments", OMB Circular A-87 "Cost Principles for State and Local Governments", Executive Order 11593, Archaeological and Historical Preservation Act of 1974, Davis-Bacon act as amended, Contract Work Hours and Safety Standards Act, Architectural Barriers Act of 1968, Hatch Act, Flood Disaster Protection Act of 1973, Clean Air Act, Copeland "Anti-Kickback" Act, Federal Water Pollution Control Act, the Freedom of Information Act, the Administrative Procedures Act, Disaster Relief Act of 1974, Section 504 of the Rehabilitation act of 1973, Age Discrimination Act of 1975, Debarment and Suspension (Executive Order 12549 and Executive Order 12689), the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D), the HUD Office of Healthy Homes and Lead Hazard Control American Reinvestment and Recovery Act of 2009 Grant Provisions and all implementing regulations for the above mentioned laws, executive orders and circulars. The CONTRACTOR will require any sub-CONTRACTOR to comply with the above cited Local, State and Federal Laws, and will incorporate these laws in any written agreement between the CONTRACTOR and a sub-CONTRACTOR.

IX. INTEREST OF MEMBERS, OFFICERS, OR EMPLOYEES OF THE MEMBERS OF LOCAL GOVERNING BODY, OR OTHER PUBLIC OFFICIALS CONTRACTOR

No member, officer, or employee of the City of Lowell, or its designees or agents, no members of the governing body of the locality in which the project is situated, and no other public officials, member, officer, or employee of the City of Lowell, or its designees or agents, no members of the governing body of such locality or localities who exercises any functions or responsibilities with respect to the project during his tenure or for one year thereafter, will have any interest, direct or indirect, in any agreement, contract or subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this CONTRACT. The CONTRACTOR will incorporate, or cause to be incorporated in all of its agreements, contracts, or subcontracts, a provision prohibiting such interest pursuant to the purposes of this section.

X. LIABILITY

The CONTRACTOR will indemnify, defend and hold the CITY harmless from all suits and claims against the CITY for any errors, omission or neglect of the CONTRACTOR in carrying out this CONTRACT.

The CONTRACTOR will hold the CITY harmless from any and all liability of every nature and description which it may have suffered through damage to property or personal injuries including death or otherwise by means of the negligence of the CONTRACTOR, its agents or employees.

The CONTRACTOR is not by virtue of this CONTRACT authorized to incur any indebtedness or liability on the part of, or to pledge the credit of the CITY, or to bind the CITY in any

manner, beyond those obligations incurred by work done under this CONTRACT in a timely and proper manner.

XI. DISCRIMINATION IN HIRING

During the performance of this CONTRACT, the CONTRACTOR agrees as follows:

- A. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action will include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous place, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.
- B. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the CONTRACTOR's contracting officer, advising the labor union or workers' representative of the CONTRACTOR's commitments under Section 202 of the Executive Order 11246 of September 24, 1965 and will post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the CITY and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of the CONTRACTOR's non-compliance with the non-discrimination clauses of this CONTRACT or with any of such rules, regulations, or orders, this CONTRACT may be canceled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The CONTRACTOR will include the provisions of paragraph "A" through "G" in subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-CONTRACTOR or vendor.

The CONTRACTOR will take such action with respect to any subcontract or purchase order as the Government may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with litigation with a sub-CONTRACTOR or vendor as a result of such direction by the Government, the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

XII. LOBBYING

The CONTRACTOR states to the best of its knowledge and belief:

- A. No Federal and/or Non-Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal and/or Non-Federal contract, the making of any Federal and/or Non-Federal grant, the making of any Federal and/or Non-Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal and/or Non-Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal and/or Non-Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal and/or Non-Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.